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not validate an oral contract for its sale. It is not sufficient evidence within the terms of the statute.

Telegraph Companies—Failure to Deliver Telegram—Damages.—Garrett v. Western Union Tel. Co., 58 N. W. Rep, 1064 (Iowa). The plaintiff, a cattle dealer, had an agreement with his Chicago agents to keep him informed by wire of any changes in the cattle market. He delivered a message addressed to them to the defendant's operator, stating where he could be found, but the message was never sent. Receiving no answer and thinking that silence, as usual, meant no change, he bought cattle on the basis of the last report. Held, that the measure of damage was the difference in price of cattle in the Chicago market between the time of buying and of his agent's last report, and that it was immaterial that the plaintiff could have learned of the fall of prices by other means.

Trade Mark.—Keasbey et al. v. Brooklyn Chemical Works et al., 37 N. E. Rep. 477 (N. Y.). The term "Bromo-Caffeine" was held to be a valid trade-mark, although the name had been in use to designate a chemical compound prior to its adoption as a trade-mark. The defendants could rightfully be restrained from an unlicensed use of the term in their business, done for the purpose of deriving benefits from the labor and skill of another.

Trial—Improper Remarks of Counsel—Withdrawal from Jury.—Robertson v. Town of Madison, 26 Atl. Rep. 777 (N. H.). The plaintiff's counsel in his argument stated that the testimony of a witness was not in accordance with that given by him in a former trial. On the defendant's objection he withdrew the statement, apologized, and requested the jury not to regard it. Afterwards, on being requested to say it was not true, he replied he could not tell an untruth. Sufficient cause for setting aside the verdict.

Wrongful Levy Against Property—Liability of Officer and Plaintiff in Execution.—Waldrup et al. v. Almand et al., 19 S. E. Rep. 994 (Ga.). Where in pursuance of a judgment an officer levied an execution upon personal property in the custody of the defendant, with notice that the owners of the same were her children, and that the mother's apparent possession was in reality theirs, it was held, that the officer was liable to the children in damages; and that the plaintiff in execution, having had like notice, was also liable.